IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.:	10/686,686	**Art Unit:**	2432
Inventors:	Singer *et al.*	**Examiner:**	Lanier, Benjamin E.
Filed:	October 15, 2003	**Confirmation No.:** 9159	
Title:	**LICENSE MANAGEMENT IN A NETWORK MEDIA ENVIRONMENT**	**Docket No.:** 113748-4838US	

APPEAL BRIEF (37 C.F.R. § 41.37)

Mail Stop Appeal Brief - Patents
US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This is an Appeal from the rejection of claims 1-14, 16-27, 30, and 31 in the final office action of May 5, 2010, relating to the above-referenced application.

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(i)   **Real Parties in Interest**

Sony Corporation and Sony Pictures Entertainment Inc., assignees of the present application, are the real parties in interest.

(ii)   **Related Appeals and Interferences**

There are no related appeals and/or interferences currently pending.

(iii)   **Status of Claims**

Claims 1-14, 16-27, 30, and 31 are pending in the case. Claims 1-14, 16-27, 30, and 31 have been rejected. Claims 1-14, 16-27, 30, and 31 are appealed herein.

The present application was filed on October 15, 2003 with claims 1-31. In an amendment dated April 9, 2008 (in response to the restriction requirement dated March 10, 2008), claims 28 and 29 were cancelled. In an amendment dated November 3, 2008 (in response to the office action dated August 1, 2008), claims 2 and 16 were amended. In an amendment dated March 4, 2009 (in response to the office action dated December 4, 2008), claims 2 and 16 were amended. In an amendment dated August 7, 2009 (in response to the office action dated May 7, 2009), claims 1, 15, 30 and 31 were amended. In an amendment dated December 21, 2009 (in response to the office action dated October 21, 2009), claim 15 was canceled; and claims 1, 3, 4, 13, 16-18, 20-23, 27, 30, and 31 were amended. In an amendment dated April 7, 2010 (in response to the office action dated January 7, 2010), claim 14 was amended. In an amendment dated July 6, 2010 (in response to the office action dated May 5, 2010), claim 1, 16, 30, and 31 were amended. However, in an Advisory Action dated July 28, 2010, the Examiner stated that the proposed amendment will not be entered. No further claim amendments have been made.

(iv) **Status of Amendments**

No further amendments were submitted after submitting a response (to the final office action dated May 5, 2010) dated July 6, 2010.

(v) **Summary of Claimed Subject Matter**

A.   Claim 1 – A method of acquiring a license in a hub network, comprising:

   a) sending a license request from a client to a server; (Specification as filed, page 6, line 25 to page 7, line 8; page 14, line 29 to page 15, line 10)

   b) sending a connection confirmation from said client to said server; and (Specification as filed, page 6, line 25 to page 7, line 8; page 14, line 29 to page 15, line 10)

   c) receiving a sub-copy license at said client from said server in response to said license request; (Specification as filed, page 15, lines 11-20)

   d) wherein said client and said server are connected in a hub network and are members of said hub network, (Specification as filed, page 6, line 25 to page 7, line 8; page 14, line 29 to page 15, line 10)

   e) wherein said license request identifies a sub-copy version of content stored on said client, said sub-copy version including sub-copy locked content data, (Specification as filed, page 6, line 25 to page 7, line 19; page 14, line 29 to page 15, line 10)

   f) wherein said sub-copy version is a copy of a source version of content, the source version being a source for generating the sub-copy version of content which is provided to the client through the hub network when client is connected to the server, (Specification as filed, page 6, line 25 to page 7, line 19; page 14, line 29 to page 15, line 10)

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g) wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network. (Specification as filed, page 6, line 25 to page 7, line 19; page 14, line 29 to page 15, line 10)

B.   Claim 6 – The method of claim 5, further comprising:

a) setting an expiration time according to said expiration period including resetting said expiration time if said expiration time was previously set to a different value; (Specification as filed, page 40, line 26 to page 41, line 16)

b) wherein said client has a secure client clock, when said client clock indicates that the current expiration time has been reached, said sub-copy license expires and becomes disabled, and (Specification as filed, page 40, line 26 to page 41, line 16)

c) said client will not decrypt said sub-copy locked content data when said sub-copy license is disabled. (Specification as filed, page 40, line 26 to page 41, line 16)

C.   Claim 14 – The method of claim 1, further comprising:

a) receiving said sub-copy version from a device that is a member of a different hub network from said hub network; and (Specification as filed, page 24, line 23 to page 25, line 9; page 26, lines 20-27)

b) obtaining a new license from a licensing authority indicated by the sub-copy version. (Specification as filed, page 24, line 23 to page 25, line 9; page 26, lines 20-27)

D.   Claim 16 – A method of providing a license in a hub network, comprising:

a) receiving a license request from a client at a server; (Specification as filed, page 6, line 25 to page 7, line 8; page 14, line 29 to page 15, line 10)

b) sending a connection confirmation request from said server to said client; and (Specification as filed, page 6, line 25 to page 7, line 8; page 14, line 29 to page 15, line 10)

c) sending license data from said server to said client in response to said license request; (Specification as filed, page 15, lines 11-20)

d) wherein said client and said server are connected in a hub network, said license request identifies a sub-copy version stored on said client, and said license data corresponding to said sub-copy version is bound to said hub network, (Specification as filed, page 6, line 25 to page 7, line 8; page 14, line 29 to page 15, line 10)

e) wherein said sub-copy version and copies of said sub-copy version of a bound instance are made only by clients connected to said hub network; (Specification as filed, page 6, line 25 to page 7, line 19; page 14, line 29 to page 15, line 10)

f) synchronizing a client clock with a server clock by setting said client clock according to said server clock before sending said license data including a sub-copy license to said client; (Specification as filed, page 26, lines 20-27)

g) wherein said client clock is a secure clock of said client, said server clock is a secure clock of said server. (Specification as filed, page 40, line 26 to page 41, line 7)

E.   Claim 30 – A method of refreshing a license in a hub network, comprising:

a) sending a refresh request from a client to a server; (Specification as filed, page 40, line 26 to page 42, line 2)

b) sending a connection confirmation from said client to said server; (Specification as filed, page 40, line 26 to page 42, line 2)

c) receiving an updated sub-copy license at said client from said server in response to said refresh request; and (Specification as filed, page 40, line 26 to page 42, line 2)

d) updating a sub-copy license stored on said client according to said updated license data; (Specification as filed, page 40, line 26 to page 42, line 2)

e) wherein said client and said server are members of a hub network, said refresh request corresponds to a sub-copy version of content stored on said client, said sub-copy version includes sub-copy locked content data, and (Specification as filed, page 40, line 26 to page 42, line 2)

f) wherein said sub-copy license is a license tied to said sub-copy version, said sub-copy version is bound to members of said hub network, and said sub-copy is generated from a source version that is bound to the hub network. (Specification as filed, page 40, line 26 to page 42, line 2)

F. Claim 31 – A method of refreshing a license in a hub network, comprising:

a) receiving a refresh request from a client at a server; (Specification as filed, page 40, line 26 to page 42, line 2)

b) sending a connection confirmation request from said server to said client; and (Specification as filed, page 40, line 26 to page 42, line 2)

c) sending an updated sub-copy license from said server to said client in response to said refresh request; (Specification as filed, page 40, line 26 to page 42, line 2)

d) wherein said client and said server are connected in a hub network and are members of said hub network, said refresh request identifies a sub-copy version stored on said client, and (Specification as filed, page 40, line 26 to page 42, line 2)

    e) wherein said updated sub-copy license updates a sub-copy license corresponding to said sub-copy version, said sub-copy version is bound to said hub network, and said sub-copy is generated from a source version that is bound to the hub network. (Specification as filed, page 40, line 26 to page 42, line 2)

(vi)   **Grounds of Rejection to be Reviewed on Appeal**

A.   Whether claims 1, 3-5, 7-14, and 30-31 are anticipated by Novak (U.S. Patent Publication No. 2003/0097655) under 35 U.S.C. §102(e).

B.   Whether claims 2, 6 and 16-27 are unpatentable over Novak, in view of Shamoon (U.S. Patent No. 7,233,948) under 35 U.S.C. §103(a).

(vii)   **Argument**

A.   **Claims 1, 3-5, 7-14, and 30-31 are not anticipated by Novak under 35 U.S.C. §102(e)**

In the final office action dated May 5, 2010 ("the Office Action"), claims 1, 3-5, 7-14, and 30-31 stand rejection under 35 U.S.C. §102(e) as being anticipated by Novak. As explained in the Manual of Patent Examination Procedure section 706.02, entitled Rejection on Prior Art, for anticipation under 35 U.S.C. 102, the reference must teach every aspect of the claimed invention either explicitly or impliedly. (*See also*, 35 U.S.C. §102(e)). As set forth in detail below, the outstanding rejections are improper because the Novak reference does not teach every aspect of the claimed invention either explicitly or impliedly.

Claim 1 recites:

> A method of acquiring a license in a hub network, comprising:
>
> (a) sending a license request from a client to a server;

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(b) sending a connection confirmation from said client to said server; and

(c) receiving a sub-copy license at said client from said server in response to said license request;

(d) wherein said license request identifies a sub-copy version of content stored on said client, said sub-copy version including sub-copy locked content data,

(e) wherein said sub-copy version is a copy of a source version of content, the source version being a source for generating the sub-copy version of content which is provided to the client through the hub network when client is connected to the server, and

(f) wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network.

(Limitation designators added for easy reference)

a. Novak fails to teach or suggest both "...said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network"
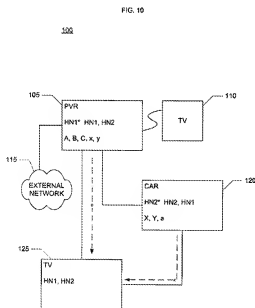

FIG. 7

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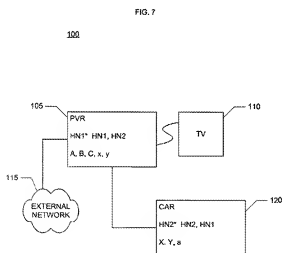
Novak fails to teach or suggest "wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network".

By example, Figs. 7 and 10 of the present application illustrate the distinction between clients which are <u>members</u> of a Hub Network and clients which are <u>connected</u> to a Hub Network (See Pub. No. 2004/0117483). Fig. 7 (above-left), and the corresponding portion of the specification,

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introduce Car 120 as a client of Hub Network HN1 and HN2, and a Server of Hub Network HN2*. Once Car 120 becomes a member of Hub Network HN1, <u>it need not remain connected to Hub Network HN1 to remain a member of Hub network HN1</u>. For example, in Fig. 10 (below-left), Car 120 disconnects from Hub Network HN1 by leaving the vicinity of PVR 105, which is the server for Hub Network HN1. However, Car 120 still remains a member of Hub Network HN1, even while disconnected. Similarly, PVR 105 remains a member of Hub Network HN2, of which Car 120 is a server.

FIG. 10

Novak fails to teach or suggest that both "....said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network."

Novak discloses a digital content distribution system. The Office Action cites Paragraphs [0099] and [0100] of Novak as disclosing these features of claim 1.

Paragraphs [0099] and [0100] of Novak are recited here:

[0099] The STB 102 then receives (or may have previously received) a segment 418 of digital content 404 from a content source 420. The content source 420 may be embodied as a server in communication with the STB 102 via the network connection 408. For instance, the content source 420 may be located within a broadcast center 110 or may be a separate server accessible via the network 101 or the Internet 112. As described more fully below, the content source 420 may also be physical media.

[0100] Embodiments in which the digital content 404 resides on content source 420 accessible via the network connection 408 provide a number of benefits for a user 402. For example, the user 402 need not store and organize

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> physical media storing the digital content 404. The user 402 may simply access licensed digital content 404 from any device, e.g. STB 102, connected to the network 101. In addition, the user 402 may store the digital content 404 on physical media such as CDs, DVDs, or a storage device 310 of the STB 102. However, if the physical media are destroyed, misplaced, or damaged, the user 402 may still access digital content 404 for which the user 404 owns a license 411. The digital content 404 may be accessed to make a replacement copy of the original physical media. Thus a user 402 may easily manage large libraries of digital content 404 and provide back-up copies when needed.

The Examiner, in the Response to Arguments section (Section 2) states that the "argument is not persuasive because Novak discloses the licensed users are only able to access the content from devices connected to the network ([0100]). Therefore, the content is tied to the network, and users outside of the network are prevented from making copies of the content."

Although the cited portion of Novak appears to indicate that licensed digital content can be accessed using a device connected to the network, it fails to teach or suggest that the source version is bound to the hub network and stored on the server, and the sub-copy version is bound to members of the hub network. That is, as discussed above, the concept of content being bound to a network, and accessing the bound content using a device that is a member of that network is different from accessing content by just connecting to the network. Further, Novak's accessing of content by just connecting to the network fails to teach or suggest that "the source version [of the content] is bound to the hub network and stored on said server". Instead, in Novak, the content stored on the server has no specific association with the network of servers and clients, i.e., it is not "bound". Therefore, this concept of Novak differs from the example embodiments in the present application. The example embodiment of the present application, at page 6, lines 7-24, illustrates that the source version (referred to as the bound instance) is bound to a given hub network. Sub-copies are generated using the bound instance as the "source version." These sub-copies are also bound to the Hub Network.

The Examiner, in the Response to Arguments section (Section 3) further states that the "argument is not persuasive because Novak discloses that the source of the content provided to the STB of licensed users is stored at the server of the content source on the network ([0099])." However, paragraph [0099] of Novak merely states that "STB 102 then receives (or may have previously received) a segment 418 of digital content 404 from a content source 420. The content source 420 may be embodied as a server in communication with the STB 102 via the network connection 408." Again, it fails to teach or suggest that "the source version is bound to the hub network and stored on the server, and the sub-copy version is bound to members of the hub network."

Accordingly, Novak fails to teach or suggest an instance wherein "....said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network."

b. Novak fails to teach or suggest "said sub-copy version is bound to members of said hub network"

The Office Action cites paragraph [0100] of Novak as disclosing the feature of "said sub-copy version is bound to members of said hub network." Paragraph [0100] of Novak recites:

> [0100] Embodiments in which the digital content 404 resides on content source 420 accessible via the network connection 408 provide a number of benefits for a user 402. For example, the user 402 need not store and organize physical media storing the digital content 404. The user 402 may simply access licensed digital content 404 from any device, e.g. STB 102, connected to the network 101. In addition, the user 402 may store the digital content 404 on physical media such as CDs, DVDs, or a storage device 310 of the STB 102. However, if the physical media are destroyed, misplaced, or damaged, the user 402 may still access digital content 404 for which the user 404 owns a license 411. The digital content 404 may be accessed to make a replacement copy of the original physical media. Thus a user 402 may easily manage large libraries of digital content 404 and provide back-up copies when needed.

In the above passage, Novak clearly discloses that "the user 402 may store the digital

content 404 on physical media such as CDs, DVDs…." The copying of the digital content

onto CDs and DVDs clearly allows the Novak device to remove the digital content from

the "network." Therefore, copying digital content onto CDs and DVDs contradicts the

claimed feature that "said sub-copy version is bound to members of said hub network."

Since Novak specifically allows users to remove content from the network by writing the

digital content onto optical discs, Novak fails to teach or suggest the claimed feature of

"said sub-copy version is bound to <u>members</u> of said hub network." Nowhere does Novak

suggest that the optical discs are compliant devices. As such, Novak specifically provides a

mechanism to backup and manage digital content onto non-secure devices. By contrast, the

example embodiment in the present application discloses a mechanism whereby digital

content is bound to hub network members. This feature is presented in claim 1, which

recites that "said sub-copy version is bound to members of said hub network."

The Examiner, in the Response to Arguments section (Section 4) states that the

"argument is not persuasive because the information required to actually playback the

content is stored within the set-top box ([0100]) (i.e. decryption keys). Therefore,

because the keys used to playback the content are stored on the set-top box, the content is

tied to the set-top box." However, the concept of content being "bound" to members of

the hub network means that the content cannot be freely copied onto other media unless a

compliant device first requests to unbind the sub-copy of the content from the network by

changing the bound sub-copy to a discrete version before any the sub-copy version of the

content can be removed.

Accordingly, Novak fails to teach or suggest an instance wherein "said sub-copy version is bound to members of said hub network."

c. Novak fails to teach or suggest "receiving said sub-copy version from a device that is a member of a different hub network from said hub network ..."

Regarding amended claim 14, it recites a further limitation (further to claim 1) "comprising: receiving said sub-copy version from a device that is a member of a different hub network from said hub network; and obtaining a new license from a licensing authority indicated by the sub-copy version." This limitation is disclosed on page 30, lines 19-31 of the present application as filed, which is recited here:

> [Page 30, lines 19-31] ... A client device can move a sub-copy version to another device in the hub network or to a device outside the hub network. A <u>device receiving a sub-copy version from a different hub network (e.g., of which the device is not a member) needs to obtain a new license, such as from a licensing authority indicated by the sub-copy version</u>. A compliant server will not move the root responsibility, and thus the bound instance, to another compliant server without first changing the state of the bound instance back to discrete. To transfer root responsibility to another server, the server shifts the bound instance to a discrete instance and moves the discrete instance to the second server. The second server then shifts the received discrete instance to a bound instance, and so the second server then has root responsibility. In this case, the bound instance is then bound to a different hub network, that of the second server. In another implementation, the source version is not stored on the server for the hub network, but the server stores and administers the root license and remotely manages the source version.

The Office Action cites paragraphs [0054] and [0055] of Novak as disclosing the feature of "receiving said sub-copy version from a device that is a member of a different hub network from said hub network." Paragraphs [0054] and [0055] of Novak recite:

> [0054] Programming for a DBS system may be distributed, for example, by multiple high-power satellites in geosynchronous orbit, each with multiple transponders. Compression (e.g., MPEG) may be used to increase the amount of programming that can be transmitted in the available bandwidth.

> [0055] The broadcast centers 110 may be used to gather programming content, ensure its digital quality, and uplink the signal to the satellites. Programming may be received by the broadcast centers 110 from content providers (CNN®, ESPN®, HBO®, TBS®, etc.) via satellite, fiber optic cable and/or special digital tape. Satellite-delivered programming is typically immediately digitized, encrypted and uplinked to the orbiting satellites. The satellites retransmit the signal back down to every earth-station, e.g., every compatible DBS system receiver dish at customers' homes and businesses.

The Office Action further states "Novak discloses that the content is provided to the network from content providers through high-power satellites in geosynchronous orbit ([0054]-[0055]), which meets the limitation of receiving said sub-copy version from a device that is a member of a different hub network from said hub network. Subsequent to the request, the client receives the license (Figure 4, 411) and stores the license in memory (Figure 4, 306), which meet the limitation of obtaining license from a licensing authority indicated by the sub-copy version."

However, appellants respectfully disagree with the characterization of the above passages of Novak as disclosing the limitations of claim 14. The cited passages of Novak merely disclose receiving content from content providers. In contrast, the limitations of claim 14 recite receiving a sub-copy version of the bound content from a device that is a member of a different hub network; and obtaining a new license from a licensing authority indicated by the sub-copy version. Novak's disclosure of providing content from the

content providers does not teach or suggest the limitations of claim 14.

Based on the foregoing discussions in subsections *a* through *c* of this section, it is submitted that claims 1 and 14 are not anticipated by Novak. Since independent claims 30-31 recite substantially similar limitations as recited in claim 1, it is submitted that claims 30-31 are not anticipated by Novak as well. Since claim 3-5 and 7-14 depend from claim 1, claims 3-5 and 7-14 also are not anticipated by Novak.

Accordingly, the Board should reject these improper assertions as explained above.

B.   Claims 2, 6 and 16-27 are not unpatentable over Novak, in view of Shamoon under 35 U.S.C. §103(a)

In the Office Action, claims 2, 6 and 16-27 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Novak, in view of Shamoon. As explained in the Manual of Patent Examination Procedure §706.02, entitled Rejection on Prior Art, for obviousness under 35 U.S.C. §103, "to support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references." As set forth in detail below, the outstanding rejections are improper because the cited references do not suggest the claimed invention either explicitly or impliedly, or the examiner did not present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the cited references.

Regarding claim 6, it recites "setting an expiration time according to said expiration period including resetting said expiration time if said expiration time was previously set to a different value; wherein said client has a secure client clock, when said client clock indicates that the current expiration time has been reached, said sub-copy license expires and becomes disabled, and said client will not decrypt said sub-copy locked content data

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when said sub-copy license is disabled." These limitations are disclosed page 24, line 23 to page 25, line 9 of the present application as filed, which is recited here:

> [Page 24, line 23 – page 25, line 9] The client checks the expiration period for any licenses of sub-copy versions of bound instances bound to the hub network, block 2010. As discussed below, the license for a sub-copy version includes an expiration period. When the client receives the license, the client sets an expiration time based on the expiration period of the license. For example, for a license with an expiration period of 15 days, the client sets the expiration time to be 15 days from the time when the client received the license. The client monitors how much time remains until the expiration time and when the expiration time has been reached using a secure clock. A client periodically refreshes the license by requesting a refreshed license from the server and resets the expiration period and time when the refreshed license is received. A disconnected client device cannot refresh the license because the client is not connected to the server. While the client is unable to refresh the license, the expiration time does not change and so the amount of time until the expiration time is reached continues to decrease. When the expiration time is reached, the expiration period has expired and the client disables the license. When the client can refresh the license again, the client enables the license and resets the expiration time. A client may be unable to refresh one license because the client is disconnected from the hub network for the license, but be able to refresh a second license because the client is still connected to a different hub network corresponding to the second license.

Therefore, the limitations of claim 6 teach setting an expiration time for the use of the sub-copy locked content data according to the expiration period indicated in the sub-copy license. Further, when the expiration time has been reached, the sub-copy license becomes disabled and the client will not decrypt the sub-copy locked content data.

The Office Action fails to address claim 6. However, assuming the Examiner meant to use the similar reference to reject claim 6 as claim 5, the Office Action indicates that Novak discloses that the sub licenses have set periods of validity ([0040] & [0108]). Paragraphs [0040] and [0108] of Novak are recite here:

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[0040] In certain embodiments, licenses and sublicenses may be organized into a hierarchy of licenses. Within the hierarchy each license or sublicense may have different restrictions on the number of descendent licenses allowed and/or the number of licenses allowed for a certain level, or generation of licenses. In addition, the validity of licenses within the hierarchy may change temporarily or permanently based on rights or limitations invoked with respect to other licenses in the hierarchy. In one configuration, a license may be disabled for a set period of time corresponding to an established time interval for a sublicense created from the license.

[0108] Of course transfers of licenses 411 or portions of licenses, sublicenses, may include rules and restrictions in certain embodiments. For example, once a sublicense is created and transferred, the parent license may be revoked for a set time period corresponding to a valid time period for the sublicense. This period of time may be a "loan period." During the "loan period" the sublicense may be valid while the parent license is not. After the "loan period" the sublicense may be revoked and the parent license 411 re-activated. Reactivation of the parent license 411 may occur automatically.

Paragraph [0040] does not mention anything about an expiration time. Paragraph [0108] mentions revoking the parent license for a set time period corresponding to a valid time period for the sublicense, which is a different issue than disabling the sub-copy license and not decrypting the sub-copy locked content data when the expiration time for the sub-copy license has been reached. It appears parent license and sublicense of Novak are mutually exclusive licenses because when one license is valid, the other license is disabled. However, the expiration time for the sub-copy license determines when to disable decryption of the sub-copy locked content data. There are two different issues that are addressed in the passage of Novak and in the limitations of claim 6.

Based on the above discussions, it is submitted that claim 6 is not unpatentable over Novak. Further, based on the above discussions regarding claim 1, and since independent claim 16 recites similar limitations as recited in claim 1 but with providing a license (from the point of view of a server rather than from the point of view of a client who is

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acquiring a license), it is submitted that claim 16 is not unpatentable over Novak. Shamoon is merely cited for disclosing synchronizing the client and server utilizing secure clocks. Without admitting the validity of the teachings of Shamoon, it is submitted that claims 6 and 16 are not unpatentable over the combination of Novak and Shamoon. Further, since claims 2 and 17-27 depend from claims 1 and 16, respectively, claims 2 and 17-27 are not unpatentable over the combination of Novak and Shamoon.

Accordingly, the Board should reject these improper assertions as explained above.

CONCLUSION

In view of the foregoing, Appellants respectfully submit that the claimed invention is patentable over the references of record. The Examiner has failed to identify or provide teachings in the references for each of the claim limitations. Appellants respectfully request reversal of the Examiner's rejections.

Respectfully submitted,

Dated: <u>October 5, 2010</u>   By: <u>/Samuel S. Lee/</u>
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(viii)   **Claims Appendix**

1. A method of acquiring a license in a hub network, comprising:

sending a license request from a client to a server;

sending a connection confirmation from said client to said server; and

receiving a sub-copy license at said client from said server in response to said license request;

wherein said client and said server are connected in a hub network and are members of said hub network,

wherein said license request identifies a sub-copy version of content stored on said client, said sub-copy version including sub-copy locked content data,

wherein said sub-copy version is a copy of a source version of content, the source version being a source for generating the sub-copy version of content which is provided to the client through the hub network when client is connected to the server,

wherein said source version is bound to the hub network and stored on said server, and said sub-copy version is bound to members of said hub network.

2. The method of claim 1, further comprising:

synchronizing a client clock with a server clock by setting said client clock according to said server clock before receiving said license data including a sub-copy license at said client;

wherein said client clock is a secure clock of said client, said server clock is a secure clock of said server.

3. The method of claim 1, further comprising:

updating said sub-copy license for said sub-copy version stored on said client; wherein

updating said sub-copy license includes updating said sub-copy license according to said received sub-copy license.

4. The method of claim 1, wherein:

said sub-copy license indicates permissions for using said sub-copy version.

5. The method of claim 4, wherein:

said sub-copy license indicates an expiration period, and

said expiration period indicates an amount of time for which said sub-copy license is valid.

6. The method of claim 5, further comprising:

setting an expiration time according to said expiration period including resetting said expiration time if said expiration time was previously set to a different value;

wherein said client has a secure client clock,

when said client clock indicates that the current expiration time has been reached, said sub-copy license expires and becomes disabled, and

said client will not decrypt said sub-copy locked content data when said sub-copy license is disabled.

7. The method of claim 1, wherein:

said license request indicates said sub-copy version.

8. The method of claim 1, wherein:

said connection confirmation indicates said client is connected to said server.

9. The method of claim 1, wherein:

said connection confirmation indicates said client is within a local environment of said server, and

said local environment is a limited area defined relative to said server.

10. The method of claim 1, further comprising:

sending a security confirmation from said client to said server,

wherein said security confirmation indicates a state of security data stored on said client.

11. The method of claim 10, further comprising:

receiving a security update at said client from said server;

wherein said security update includes new security data.

12. The method of claim 11, wherein:

said security data includes a new key for decryption.

13. The method of claim 1, further comprising:

setting an expiration time according to said received sub-copy license.

14. The method of claim 1, further comprising:

receiving said sub-copy version from a device that is a member of a different hub network from said hub network; and

obtaining new license from a licensing authority indicated by the sub-copy version.

15. (Canceled)

16. A method of providing a license in a hub network, comprising:

receiving a license request from a client at a server;

sending a connection confirmation request from said server to said client; and

sending license data from said server to said client in response to said license request;

wherein said client and said server are connected in a hub network, said license request identifies a sub-copy version stored on said client, and said license data corresponding to said sub-copy version is bound to said hub network,

wherein said sub-copy version and copies of said sub-copy version of a bound instance are made only by clients connected to said hub network;

synchronizing a client clock with a server clock by setting said client clock according to said server clock before sending said license data including a sub-copy license to said client;

wherein said client clock is a secure clock of said client, said server clock is a secure clock of said server.

17. The method of claim 16, wherein:

said license data corresponds to a sub-copy license for said sub-copy version and includes data for updating said sub-copy license.

18. The method of claim 16, wherein:

said license data is a sub-copy license indicating permissions for using said sub-copy version.

19. The method of claim 18, wherein:

said sub-copy license indicates an expiration period,

said expiration period indicates an amount of time for which said sub-copy license is valid, and

when said expiration time has been reached after sending said license data, said sub-copy license expires and becomes disabled.

20. The method of claim 16, wherein:

said license request indicates said sub-copy version.

21. The method of claim 16, wherein:

said connection confirmation request requests confirmation that said client is connected to said server.

22. The method of claim 16, wherein:

said connection confirmation request requests confirmation that said client is within a local environment of said server, and

said local environment is a limited area defined relative to said server.

23. The method of claim 16, further comprising:

sending a security confirmation request from said server to said client,

wherein said security confirmation request requests confirmation of a state of security data stored on said client.

24. The method of claim 23, further comprising:

receiving a security confirmation at said server from said client;

wherein said security confirmation indicates said state of said security data stored on said client.

25. The method of claim 23, further comprising:

sending a security update from said server to said client.

26. The method of claim 25, wherein:

wherein said security update includes a new key for decryption.

27. The method of claim 16, further comprising:

checking a revocation list to determine whether said client is included in said revocation list;

wherein said revocation list is stored on said server.

28 – 29. (Canceled)

30. A method of refreshing a license in a hub network, comprising:

sending a refresh request from a client to a server;

sending a connection confirmation from said client to said server;

receiving an updated sub-copy license at said client from said server in response to said refresh request; and

updating a sub-copy license stored on said client according to said updated license data;

wherein said client and said server are members of a hub network, said refresh request corresponds to a sub-copy version of content stored on said client, said sub-copy version includes sub-copy locked content data, and

wherein said sub-copy license is a license tied to said sub-copy version, said sub-copy version is bound to members of said hub network, and said sub-copy is generated from a source version that is bound to the hub network.

31. A method of refreshing a license in a hub network, comprising:

receiving a refresh request from a client at a server;

sending a connection confirmation request from said server to said client; and

sending an updated sub-copy license from said server to said client in response to said refresh request;

wherein said client and said server are connected in a hub network and are members of said hub network, said refresh request identifies a sub-copy version stored on said client, and

wherein said updated sub-copy license updates a sub-copy license corresponding to said sub-copy version, said sub-copy version is bound to said hub network, and said sub-copy is generated from a source version that is bound to the hub network.

(ix)   **<u>Evidence Appendix</u>**

None.

(x)   **<u>Related Proceedings Appendix</u>**

None.